



Facsimile PRIVILEGED & CONFIDENTIAL

Date: _____

To: Jay Cleveland

From: Erin

Pages: _____

Reason: Lost Creek

Fax: _____


Message: _____

PLEASE LET ME KNOW IF YOU HAVE
ANY QUESTIONS.

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1038 Northwest Blvd, Ste. 100
Coeur d'Alene, ID 83814
RCE-3561

Phone: 208-664-9171
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JIM BRANNON 5P 2480921000
 KOOTENAI COUNTY RECORDER Page 1 of 5
 PRP Date 12/18/2014 Time 09:52:18
 REQ OF ASPEN HOMES
 RECORDING FEE: \$22.00

 2480921000 XX

MEMBER AGREEMENT IDAHO ONSITE SERVICES INC.

THIS AGREEMENT is made this 17 day of DECEMBER, 2014, by and between Waldo Construction Inc, whose address is 27769 W Highway 53 Hansen ID, hereinafter referred to as Owner or Member, and IDAHO ONSITE SERVICES, INC., an Idaho Not-For-Profit Corporation (hereinafter referred to as "Corporation").

Legal Description of Subject Property:

Lot 9 Block 3 Tributary Court, Last Creek Estates
First Addition.

RECITALS

1. Owners land in the State of Idaho is such that a wastewater treatment system must be installed in order to meet the requirements of the State of Idaho.
2. Owner desires to install a wastewater treatment system manufactured by Orenco Systems, Inc., hereinafter referred to as "treatment system".
3. In order to insure that the treatment system is always operating properly, it should be inspected and maintained on a regular schedule based on the maintenance schedule outlined by the National Sanitation Foundation (NSF) for residential onsite wastewater treatment systems.
4. In order for the State of Idaho to approve the installation of the treatment system as a satisfactory system, the State requires that Owner be a Member of a perpetual organization which as a benefit of the organization will provide for the inspection and maintenance of Owner's treatment system.

NOW, THEREFORE, Owner and Corporation agree as follows:

(A) Upon installation of the treatment system and the execution of this Agreement, owner shall become a Member of the Corporation.

(B) Owner shall pay its share of maintenance, service and management fees (hereinafter collectively referred to as "assessments") in order to provide maintenance and repair of Owner's treatment system in perpetuity and operation of the Corporation.

(C) Owner's obligation to continue as a Member of the Corporation and pay for the assessments shall continue unless the requirement is eliminated by the State of Idaho.

(D) Owner is required to keep the treatment system on his premises operating in good condition. Some repair or replacement costs may not be covered by the service agreement. Owner is responsible to pay all costs not covered by the service agreement.

(E) This obligation on the part of the Owner shall be perpetual and shall run with Owner's land (i.e. appurtenant) which is described on Exhibit 1 which is attached hereto and incorporated herein by reference. A copy of this Agreement will be recorded to evidence the obligation of Owner and Owner's heirs, successors, assigns, transferees and grantees to be a Member of the Corporation and to pay the required assessments. Owner agrees to notify the Corporation of the name of any new owner upon the transfer of the Owners property.

(F) Owner agrees that Corporation is entitled to have a lien against the property described on Exhibit 1 for any assessments not paid for maintenance of the treatment system. Corporation shall also be entitled to bring court action to collect any delinquent assessments owed by the Owner for maintenance, service and management of the treatment system and the Corporation. Corporation shall be entitled to past due fees together with interest, costs, filing fees, and attorneys fees in any action, demand or proceeding to recover unpaid fees.

(G) Owner agrees to grant to Corporation, and its successors, agents and assigns, an easement on Owner's property, as more fully described in Exhibit 1, to install, access, inspect, maintain and service the treatment system. The term of this easement is to last as long as the treatment system remains on the property.

(H) This agreement incorporates and shall be governed by the Articles and Bylaws of the Corporation.

CERTIFICATE OF MEMBERSHIP

A copy of this Agreement shall be the Member's Certificate of Membership for the treatment system installed on the land described in Exhibit 1 for the purposes of the Corporation.

IN WITNESS WHEREOF, the parties have signed this Agreement effective the day and year first above written.

N. C. Wald

Wald Construction Inc

OWNER(S)/OFFICIAL CAPACITY IF AN L.L.C. OR
CORPORATION

(Individual Notary)

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

NOTARY PUBLIC FOR _____ (STATE)

RESIDING AT: _____

MY COMMISSION EXPIRES: _____

(Corporation Notary)

STATE OF *Idaho*)
COUNTY OF *Kootenai*) ss.

On this *17* day of *December*, 20*14*, before me, the undersigned Notary Public in and for said state, personally appeared *Adam Walde*, known or identified to me to be the President/Vice President/Secretary of *Wald Construction Inc*, and known or identified to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Shari Garitone
 NOTARY PUBLIC FOR Idaho (STATE)
 RESIDING AT: Rathdrum
 MY COMMISSION EXPIRES: 9-29-17

(Limited Liability Company Notary)

STATE OF _____)
) ss.
 COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public in and for said state, personally appeared _____, known or identified to me to be to Managing Member of _____, L.L.C., and known or identified to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

NOTARY PUBLIC FOR _____ (STATE)
 RESIDING AT: _____
 MY COMMISSION EXPIRES: _____

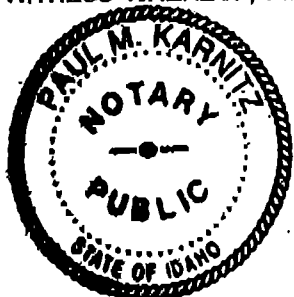
IDAHO ONSITE SERVICES, INC.

BY: [Signature]
 PRESIDENT/VICE PRESIDENT
 625 BEST AVENUE
 COEUR D'ALENE ID 83814

STATE OF Idaho)
) ss.
 COUNTY OF Kootenai)

On this 13th day of May, in the year of 2014, before me, a Notary Public, personally appeared Allen Worst, known or identified to me to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



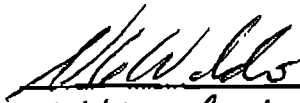
Paul M. Karnik
 NOTARY PUBLIC FOR Idaho (STATE)
 RESIDING AT: Spokane Valley, WA
 MY COMMISSION EXPIRES: 11/28/2019

EXHIBIT 1**ACCESS EASEMENT
Idaho Onsite Services**

Now on this 17 day of December, 2014,
Norm Walter Walde Construction Inc Owner(s), whose
 address is 27769 W Highway 53 House ID 83854 in
 consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration
 (the receipt of which is hereby acknowledged), grant to IDAHO ONSITE SERVICES,
 INC., an Idaho Not-For-Profit Corporation, (the "Corporation") whose mailing address is
 625 Best Avenue, Coeur d'Alene, Idaho 83814, and to Corporations successors, agents
 and assigns, an easement on the following described real property sufficient to install,
 access, inspect, maintain sample and service the treatment system. The term of this
 easement is to last as long as the treatment system remains on the property.

Legal Description of Subject Property:

Lot 9 Block 3 Tributary Court, Lost Creek
Estates First Addition



Walde Construction Inc

OWNER(S)/OFFICIAL CAPACITY IF AN L.L.C. OR
CORPORATION

(Individual Notary)

STATE OF _____)
) ss.
 COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared
 _____, to me known to be the person described in and
 who executed the foregoing instrument, and acknowledged that he/she/they executed the same as
 his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above
 written.

NOTARY PUBLIC FOR _____ (STATE)

RESIDING AT: _____

MY COMMISSION EXPIRES: _____

(Corporation Notary)

STATE OF

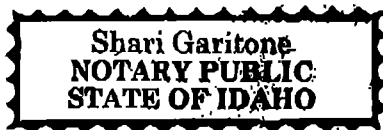
Idaho)

COUNTY OF

Kootenai) ss.

On this 17 day of December, 2014, before me, the undersigned Notary Public in and for said state, personally appeared Norm Wado, known or identified to me to be the President/Vice President/Secretary of Wado Construction Inc., and known or identified to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Shari GaritoneNOTARY PUBLIC FOR Idaho (STATE)

RESIDING AT:

Rathdrum

MY COMMISSION EXPIRES:

9-29-17

(Limited Liability Company Notary)

STATE OF

_____)

COUNTY OF

_____) ss.

On this _____ day of _____, 20____, before me, the undersigned Notary Public in and for said state, personally appeared _____, known or identified to me to be to Managing Member of _____, L.L.C., and known or identified to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

NOTARY PUBLIC FOR _____ (STATE)

RESIDING AT: _____

MY COMMISSION EXPIRES: _____

**KOOTENAI COUNTY RECORDER**

JIM BRANNON - CLERK
451 GOVERNMENT WAY
COEUR D ALENE, IDAHO 83814
(208) 446-1480 - P.O. BOX 9000
KCRO@KCGOV.US

Page: 1 of 1

Receipt Time: 12/18/2014 09:52:18 AM

Receipt #: 6223112

Issued To: ASPEN HOMES

ID: PRP

Documents

#	Type	# Pages	Quantity	Instrument #	Book / Page	Amount
1	Xx	5	1	2480921000		\$22.00
Total :						\$22.00

Payments

#	Type	Payment #	Amount	NSF
1	CHECK	24753	\$22.00	
Total Payments:			\$22.00	

Comments: